

Millinery Opening FALL STYLES

MONDAY, TUESDAY, AND WED-
NESDAY, OCTOBER 23, 24
AND 25.

We respectfully request your at-
tendance during the opening days.
No cards of invitation have been is-
sued.

N. S. SACHS' DRY GOODS CO. LTD., Cor Fort and
Beretania Sts

The Queen of Italy.



Queen Elena of Italy.

A New York Democrat.



D. CADY
HERRICK

BRECKONS ATTACKS BEEF TRUST

(Continued from page one).

defendants in said Territory as an ob-
-ject and article of trade and commerce
therein.

"And your orator further alleges and
shows that of the quantity of beef cat-
tle so used and consumed annually by
the aforesaid inhabitants and people, as
above alleged, the whole thereof is
raised and produced in said Territory;
and that about ninety per cent of the
same is sold, shipped and delivered by
said defendants, in said Territory, to
dealers and consumers therein.

"And your orator further alleges and
shows that the above named defend-
ants comprise nearly all of the whole-
sale dealers in said Territory, who
raise, produce, handle, deal in, sell,
ship or deliver beef cattle and fresh
beef in said Territory for sale to con-
sumers and dealers therein, and that
by reason thereof, the said defendants,
if combined together, can, and do, ab-
solutely control the prices charged for
fresh beef raised and produced in said
Territory.

"And your orator further alleges and
shows that of the total volume of trade
and commerce in said Territory, and
commerce in said Territory, said defendants
own, operate and control about ninety
per cent.

"And your orator further alleges and
shows that as to said trade and com-
merce in beef cattle and fresh beef in
said Territory, the said defendants, and
each of them, should, and but for the
acts hereinafter complained of, would,
be and remain in free and unre-
strained competition with each other.

"And your orator further alleges and
shows that said defendants, and each
of them, in violation of the provisions
of an Act of Congress of the United
States, approved July 2, 1890, entitled:
'An Act to Protect Trade and Com-
merce Against Unlawful Restraints
and Monopolies,' and the further Acts
of said Congress amendatory thereof
or supplementary thereto, and in order
to restrain and destroy competition among
the and fresh beef in said Territory,
would otherwise exist, as to the rais-
ing, producing, handling, dealing in,
sale, shipment and delivery of beef cat-
tle and fresh beef in said Territory,
and in order to monopolize, and at-
tempt to monopolize, and combine and
conspire to monopolize, the trade and
commerce in said beef cattle and fresh
beef to dealers and consumers in said
are now engaged in, and intend to con-
tinue to be engaged in, an unlawful
combination, trust and conspiracy among
and between themselves arbitrarily,
from time to time, to raise, lower,
fix and maintain prices, and to main-
tain arbitrary, high and oppressive
prices at which they will sell, directly,
or through their, and each of their, re-
spective agents, beef cattle and fresh
beef to dealers and consumers in said
Territory; and that, in pursuance of the
said unlawful combination, trust and
conspiracy, the said defendants, and
each of them, have been able, and now
are able, and will continue to be able,
arbitrarily, to raise, lower, fix and
maintain the prices at which they, and
each of them, will sell beef cattle and
fresh beef, either directly or through
their respective agents, to dealers and
consumers in said Territory, and, in
pursuance thereof, have arbitrarily
raised, lowered, fixed and maintained,
and will continue arbitrarily to raise,
lower, fix and maintain the prices at
which they, and each of them, will sell
beef cattle and fresh beef, either di-
rectly or through their respective
agents, to dealers and consumers in
said Territory.

"Your orator further alleges and
shows that it was also a part of said
agreement so entered into, that the
price so fixed to be paid to each of said
remaining defendants should not be
changed or altered in any manner, save
by the consent of said remaining de-
fendants, and should not be changed or
altered in any manner by the demand
for fresh beef in the localities supplied
by the said Metropolitan Meat Com-
pany, Limited, said Hawaiian corpora-
tion, nor by the supply of beef cattle
available for said localities, that the
time at which said agreement was en-
tered into, your orator is unable to set
forth at this time, but charges that the
said agreement is still in existence,
and has been in existence for more
than the year last past, and will con-
tinue to be in existence, and that the
same was entered into subsequent to
the second day of July, A. D. 1890.

"And your orator further alleges and
shows that the above named defend-
ants did, on or about the dates above
mentioned, entered into the agreements
hereinafter referred to and specified in
paragraphs fourteen and fifteen of this
Bill of Complaint, with the intent to
form a combination, trust and conspi-
racy, in restraint of the trade and com-
merce in beef cattle and fresh beef in
said Territory, and with the intent to
monopolize and combine and conspire
to monopolize said trade and commerce
in beef cattle and fresh beef in said
Territory; contrary to the provisions of
the aforesaid Acts of Congress of said
United States.

"And your orator further alleges and
shows that, in consequence of said un-
lawful agreement, combination, trust
and conspiracy so entered into by said
defendants as aforesaid, in restraint of
the trade and commerce in beef cattle
and fresh beef in said Territory, many
persons, whose names are at present to
your orator unknown, have suffered,
and will continue to suffer, great and
irreparable financial loss and losses, by
reason of the arbitrary, high and op-
pressive prices at which beef cattle
and fresh beef have been raised, fixed
and maintained by said defendants, and
which said persons, whose names are
at present to your orator unknown,
have been compelled to pay, in buying
beef cattle and fresh beef from said
defendants, and that, in a number of
instances, persons engaged in the in-
dustry in which it is necessary to use
large quantities of beef cattle and fresh
beef, have been compelled to sell their
plants, appliances and entire business, at

a great financial loss, and have been
compelled to retire from said industries
and business at a great financial loss.

And your orator further alleges and
shows that the cost of beef cattle and
fresh beef raised and produced within
said Territory is about six cents per
pound; that the cost of beef cattle and
fresh beef imported from the mainland
of said United States and from other
foreign places does not exceed the sum
of six cents per pound; that ever since
the time of entering into the said un-
lawful agreement, combination, trust
and conspiracy, among and between
said defendants as hereinbefore al-
leged with the intent to form a combina-
tion, trust and conspiracy in restraint
of trade and commerce in beef cattle
and fresh beef as above stated, and
with the intent to monopolize, and at-
tempt to monopolize, and combine and
conspire to monopolize the said trade
and commerce in said beef cattle and
fresh beef, said defendants, not satis-
fied with the ordinary market rates and
prices at which beef cattle and fresh
beef was being sold, have from time to
time, arbitrarily, raised and fixed the
prices of beef cattle and fresh beef sold
to dealers and consumers in said Ter-
ritory, and that at the present time, and
for some time past, the prices charged
to dealers and consumers of beef cattle
and fresh beef in said Territory are
from 25 to 50 cents greater than they
were at and before the time when said
defendants entered into the said unlaw-
ful agreement, combination, trust and
conspiracy hereinabove referred to;
that said increased prices upon said
beef cattle and fresh beef hereinabove
mentioned have been arbitrarily raised
and fixed by said defendants for some
time past, and will continue; that said
arbitrary raising and fixing of the prices
of beef cattle and fresh beef so
made as aforesaid by said defendants,
and the great, unreasonable and op-
pressive increase in the prices of beef
cattle and fresh beef made as aforesaid
by said defendants, have been, and are
and will continue to be, effected, main-
tained and made possible by means of
the unlawful agreement, combination,
trust and conspiracy, hereinabove re-
ferred to, entered into by, among and
between said defendants as aforesaid,
with the intent to form a combination,
trust and conspiracy in restraint of the
trade and commerce in beef cattle and
fresh beef in said Territory, and with
the intent to monopolize, and attempt
to monopolize, and combine and conspi-
re to monopolize, the aforesaid trade
and commerce in beef cattle and fresh
beef in said Territory."

The court is asked to issue a per-
petual injunction against the defend-
ants restraining them from continuing
to carry out the alleged unlawful con-
spiracy in restraint of trade and to
maintain high and oppressive prices
for beef.

A STORY OF OLD NEWFOUNDLAND

THE GORY SCENE WITH WHICH
THEODORE ROBERTS OPENS HIS
STORY "BROTHERS OF PERIL."

With the following somewhat gory
scene Theodore Roberts opens his
story of old Newfoundland, "Brothers
of Peril": "The boy struck again with
his flint knife and again the great wolf
tore his shoulder. The eyes of the boy
were fierce as those of the beast. Nei-
ther showed any signs of pain. The
dark spruces stood above them, with
the first shadows of night in their
branches, and the western sky was
stained red where the sun had been.
Twice the wolf dropped his antagonist
shoulder in a vain attempt to grip the
throat. The boy, pressed to the ground
flung himself about like a dog and re-
peatedly drove his clumsy weapon into
the wolf's shaggy side. At last the
fight ended. The great timber wolf
lay stretched dead in awful passiv-
ness. His fangs gleamed like ivory
between his scarlet jaws and black
lips. A glimmer of white re-
vealed the quiet wilderness from the recesses
of the half-shut eyelids.

"For a moment the boy lay still,
with the fingers of his left hand buried
in the wolf's mane and his right hand
a blot of red against the wolf's side.
Presently, staggering on bent legs, he
went down to the river and washed
his mangled arm and shoulder in the
cool water. The shock of it cleared his
brain and steadied his eyes. He waded
into the current to his middle,
stooped to the racing surface and drank
unintentionally. Strength flooded back
to blood and muscle and the slender
limbs regained their lightness.

"By this time a few pale stars gleamed
on the paler background of the
eastern sky. A long finger streak of
red, low down on the hilltops, still
lightened the west. The boy saw noth-
ing of the changing beauty of the sky.
He returned to the dead wolf and set
about skinning it with his rude blade.
He worked with skill and speed. Soon
head and pelt were clear off the red
carcass, and, collecting his arrows and
bow, he flung the prize across his
shoulder and started along a faint trail
through the spruces.

"After walking rapidly for nearly an
hour, the boy came out on a small
meadow bright with fires. Nineteen
or twenty conical wigwams made of
birch poles, bark and caribou hides
stood about the meadow. Two wo-
men who were broiling meat at the fire
looked from the shaggy, blood-stained
pelt to the stalwart stripling. They
cried to him softly in tones of love
and admiration. 'Now, give me my
man-name,' demanded the boy.

"A stalwart man, the chief of the
village strode from the dark interior
of the nearest wigwam. His eyes
gleamed at the sight of his boy's torn
arm and the white teeth of the wolf.
'Wolf-Slayer!' he cried. He turned to
the women. 'Wolf-Slayer,' he repeat-
ed. 'Let this be his man-name—Wolf-
Slayer.'"

IN THE CITY'S CHURCHES

Notices for this column should be
sent in not later than 8 o'clock Satur-
day morning.

GERMAN LUTHERAN CHURCH.
Deutsche Lutherische Kirche. Be-
retania Ave. nahe der Punchbowl street.
Telephone White 2691. Pastor Willi-
bald Felmy. Residence Haslelea Lawn
corner Hotel and Richard streets.
Sonntagsschule, 10 Uhr; Gottesdienst
Morgens 11 Uhr; und Abends 7:30.
Services at 11 in the morning and 7:30
in the evening.
Sunday School at 10 a. m.

CHRISTIAN CHURCH.
All the regular services tomorrow:
Junior C. E., 9 a. m.; Senior C. E., 6:30
p. m.; Bible school, 9:30 a. m.; Preach-
ing, 11 a. m. and 7:30 p. m. Morning:
"Importance of the Cross in Human
Life." Evening: "God No Responder of
Persons." You are cordially invited to
any and all of these services. G. D.
Edwards, pastor.

FIRST M. E. CHURCH.
The usual services will be held at his
church (corner Beretania and Miller
streets) tomorrow. Sunday school
with Bible classes for adults at 10 a. m.
The pastor John W. Wadman will
preach at 11 a. m. and 7:30 p. m. Sub-
ject of morning's address: "Peace like
a River." Evening: "The Angelic Song."
Epworth League for young people and
their friends at 6:30. Subject, "Songs
That Have Helped." Leader, Mrs.
Grace L. Crockett. Seats free. At-
tentive ushers. Strangers cordially
welcomed.

CHURCH NOTES.
Honolulu Christian Science Associa-
tion Room 1 Elite building. Sunday
services 11 a. m. Wednesday evening
meetings 7:30. Subject of Lesson Ser-
mon October 22 "Everlasting Punish-
ment."

PANAMA CANAL ENGINEERS MEET

CONSULTING BOARD WILL SOON
TAKE UP THE QUESTION OF THE
BEST TYPE OF WATERWAY.

WASHINGTON, September 9.—The
board of consulting engineers of the
Panama canal met yesterday. The dis-
cussion related to the size of the locks
and of the canal itself.

The complete conclusion reached by
the board as the result of the three
hours' conference today was that the
location of the canal as marked on the
official maps of the Commission, known
as the French location, shall be accepted
as a basis for the detailed discussion
of its structure which is to follow. This
action was taken formally by a vote of
the board.

The questions as to the type of canal
to be built—its depth, width and height
—and the number of locks to be used
were all touched on during the meeting,
but no conclusion was reached. How-
ever, the question as to whether a sea-
level canal shall be recommended has
not been taken up.

An interesting feature of the session
today was the presentation of an ex-
tensive paper on the size of ships by M.
Girard, the French engineer. The con-
clusion reached by M. Girard is that the
size of ships is constantly increas-
ing. This fact was given its proper
bearing on the necessity for deeper
harbors and larger waterways. The
paper was presented in French, but will
be translated and made a part of the
records of the board.

HALEIWA.
The Haleiwa Hotel, Honolulu's fa-
mous country resort, on the line of the
Oahu Railway, contains every modern
improvement and affords its guests an
opportunity to enjoy all amusements—
golf, tennis, billiards, fresh and salt
water bathing, shooting, fishing, riding
and driving. Tickets, including rail-
way fare and one full day's room and
board, are sold at the Honolulu Station
and Trent & Company for \$5. For de-
parture of trains, consult time table.
On Sundays, the Haleiwa Limited, a
two hour train, leaves at 8:22 a. m.,
returning, arrives in Honolulu at 10
a. m.

NEW ADVERTISEMENTS. BY AUTHORITY

NOTICE TO CONTRACTORS.

Notice is hereby given to all intending
bidders for furnishing cast iron pipe,
fittings, etc., to the Territory of Ha-
waii, that the date for opening bids has
been changed from November 15th, to
November 29th, 1905.

C. S. HOLLOWAY,
Superintendent of Public Works.

BANKRUPTCY NOTICE.

IN THE DISTRICT COURT OF THE
United States in and for the Ter-
ritory of Hawaii.

In the Matter of)
Edward N. Voeller) In Bankruptcy.
Bankrupt.) No. 97.

Order to show cause on application
for discharge.

Whereas, application has been made
by the above named bankrupt for a
discharge, as provided by Sec. 14a of
the bankruptcy law of 1898; now on
motion of E. M. Watson, Esq., attorney
for said bankrupt, it is ordered: That
all creditors of Edward N. Voeller, a
bankrupt, as well as all other parties in
interest show cause at a hearing to be
had on such application before the Dis-
trict Court of the United States for the
Territory of Hawaii at Honolulu in said
Territory on the 7th day of November
1905, at 10 o'clock a. m. or as soon
thereafter as such hearing may be had,
why such application should not be
granted. That notice of such hearing
be given by mailing a copy of this or-
der at least ten days prior to the date
set for said hearing to each of the cre-



To the Public!

We beg to announce that having
been appointed the local agents
of the Continental Casualty Co.
of Chicago, we are prepared to
issue Accident Insurance Policies
of the most approved kind.
Our agents will gladly tell you
all about the Continental Policies
and furnish descriptive literature
upon application.

Henry Waterhouse Trust Co., Ltd

Corner Fort and
Merchant Streets,

Honolulu, - - - - - Hawaii.

editors, parties in interest and attorneys
entitled to notice of proceedings herein
and by publishing a copy thereof in
the designated newspaper of Honolulu
not later than one week prior to such
date.

That such notice be so given by or
under the direction of the Clerk of the
United States District Court for the
Territory of Hawaii.

Witness the Honorable Sanford B.
Dole, Judge of the above entitled court
and the seal thereof, at Honolulu in
said Territory on the 21st day of Oc-
tober, 1905.

(Seal) WALTER B. MALING,
Clerk.

A True Copy, ATTEST:
(Seal) WALTER B. MALING,
Clerk.

DIVIDEND NOTICE.

EWA PLANTATION COMPANY.

The Directors of this Corporation
having declared a dividend of 1 per
cent, Dividend No. 100 is due and pay-
able on Tuesday, October 21st, 1905,
to stockholders of record at the close of
the stock-transfer books Monday, Oc-
tober 23rd, 1905, at 12 m.

The stock-transfer book will be re-
opened on Wednesday, November 1 1905
GEO. P. CASTLE,
Treasurer of Ewa Plantation Co.
Honolulu, October 21, 1905.

Last Night

THE FIGHT OF THE CENTURY.

Britt-Nelson FIGHT!

EXACT REPRODUCTION OF THE
MOST FAMOUS BATTLE OF
MODERN TIMES.
18-3 MINUTE ROUNDS SAME AS
AT THE RINGSIDE.

Owing to the popular demand the
management has decided to reduce the
gallery to 25c.

LADIES ESPECIALLY INVITED.

Orpheum Theater

TO-NIGHT

PRICES: 25c, 75c, \$1.00.

POSITIVELY THE LAST PER-
FORMANCE.

IN THE CIRCUIT COURT OF THE
First Circuit Territory of Hawaii.

At Chambers-In Probate.
In the Matter of the Estate of Mar-
garet V. Carter, deceased testate.
Order to show cause on Executrix's
application to sell real estate.

On reading and filing the petition of
Jessie K. Kane Executrix of the last
will of Margaret V. Carter, deceased
praying for an order of sale of certain
real estate belonging to the estate of
said decedent and setting forth certain
legal reasons why such real estate
should be sold, to-wit: that said es-
tate is indebted to a large amount and
has no personal estate wherewith to
discharge such indebtedness.

It is hereby ordered, that the heirs
and next of kin of said Margaret V.
Carter and all persons interested in
the said estate appear before this court
on Monday, the 29th day of November
A. D. 1905, at 10 o'clock a. m., at the
Court room of this Court in Honolulu
then and there to show cause why an
order should not be granted for the
sale of such estate.

And it is further ordered, that a
notice of this order be published once
a week at least three successive weeks
before the said day of hearing, in the
Hawaiian Star newspaper published in
Honolulu, the last publication to be
not less than ten days previous to the
time therein appointed for said hear-
ing.

Dated at Honolulu, October 13th, 1905.

W. J. ROBINSON,
Third Judge of the Circuit Court of
the First Circuit.

Attest:
J. A. THOMPSON,
Clerk of the Circuit Court of the First
Circuit.

C. W. Ashford Attorney for the ex-
ecutrix.

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